



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 9, 2005

IN REPLY PLEASE

REFER TO FILE: PD-5

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**BUS PASS SUBSIDY PROGRAM
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
FISCAL YEAR 2005-06
PROPOSITION A LOCAL RETURN TRANSIT PROGRAM
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the continuation of the subject program to provide subsidized monthly bus fares for eligible County of Los Angeles unincorporated area residents as part of the County's Proposition A Local Return Transit Program for Fiscal Year 2005-06 at an estimated cost of \$1,554,100.
2. Approve a request by the Los Angeles County Metropolitan Transportation Authority for a waiver under Section 2.203.020.C.1 of the County's requirements under the Contractor Employee Jury Service Ordinance for the Bus Pass Subsidy Program due to special circumstances relating to the Los Angeles County Metropolitan Transportation Authority collective bargaining agreements. In consideration for receiving this waiver, the Los Angeles County Metropolitan Transportation Authority agrees to consider the issue during the next bargaining cycle.
3. Authorize the Acting Director of Public Works, or his designee, to negotiate and execute an agreement, substantially similar to the enclosed, with the Los Angeles County Metropolitan Transportation Authority to continue this program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1985, your Board has approved agreements with the Los Angeles County Metropolitan Transportation Authority (MTA), or its predecessor agencies, providing for them to sell monthly bus passes at a reduced rate to eligible seniors, persons with disabilities, and students residing in the unincorporated areas of the County.

In January 2005, the Bus Pass Subsidy Program was expanded to include the MTA's General Monthly and EZ Passes for eligible unincorporated County residents. The program encourages the use of public transit and provides eligible residents financial assistance in meeting their transit needs. This action will provide for the continuation of the subsidized MTA and EZ monthly bus passes for Fiscal Year (FY) 2005-06.

The Bus Pass Subsidy Program is dependent on the MTA's personnel, equipment, and subcontractors to provide efficient services that patrons have come to expect. The MTA requests a waiver under Los Angeles County Code, Chapter 2.203.020.C.1, which provides that the jury service requirements may be waived with respect to a contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this (jury service) chapter. The jury service requirements are not included in the collective bargaining agreements currently in place between the MTA and its employees. If your Board grants this waiver, the MTA will raise the issue in its next bargaining cycle with its employees, which is scheduled to occur in the fall of 2006.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence by administering this program with the MTA to provide services to the public in a cost-efficient manner. This program will reduce monthly bus pass costs for eligible seniors, persons with disabilities, students, and the general public, thereby, improving access to MTA's transit system.

FISCAL IMPACT/FINANCING

The anticipated cost of the FY 2005-06 program for each Supervisorial District is as follows:

<u>District</u>	<u>Subsidy/Certifications</u>	<u>Baldwin Hills Center</u>	<u>MTA Administration</u>	<u>Totals FY 2005-06</u>
1	\$ 731,200	\$ 0	\$ 67,700	\$ 798,900
2	\$ 189,500	\$80,000	\$ 17,600	\$ 287,100
3	\$ 5,000	\$ 0	\$ 500	\$ 5,500
4	\$ 100,600	\$ 0	\$ 9,300	\$ 109,900
5	<u>\$ 322,800</u>	<u>\$ 0</u>	<u>\$ 29,900</u>	<u>\$ 352,700</u>
Total	\$1,349,100	\$80,000	\$125,000	\$1,554,100

The maximum obligation to the MTA for the FY 2005-06 Bus Pass Subsidy Program is \$1,554,100.

This program will be financed from each Supervisorial District's FY 2005-06 portion of Proposition A Local Return Transit funds available in the Transit Enterprise Fund administered by Public Works. There will be no impact on net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This program permits the sales of monthly MTA bus passes as follows:

<u>MTA Pass Category</u>	<u>Regular Cost</u>	<u>County Subsidy</u>	<u>Cost to Eligible County Residents</u>
Seniors and Disabled	\$12.00	\$ 6.00	\$ 6.00
Students (Grades K-12)	\$20.00	\$ 8.00	\$12.00
College	\$30.00	\$11.00	\$19.00
*General Public	\$52.00	\$14.00	\$38.00
 <u>EZ Pass Category</u>			
*General Public	\$58.00	\$14.00	\$44.00
Seniors and Disabled	\$29.00	\$14.00	\$15.00

*The County subsidy for the General Public Monthly Passes is only available to eligible residents in Supervisorial Districts 1, 2, 4, and 5.

The program also calls for the MTA to review applicants' addresses to certify that they are eligible to participate in this program and to document in which Supervisorial District the applicant resides. Student certifications, which must be renewed annually, include a 12-month punch card to ensure that only one pass per month is purchased. The County will pay MTA \$0.65 for each student monthly pass sold to cover the MTA's processing cost of the punch card. Disabled certifications must be renewed from every three months to three years depending upon the disability. Senior certifications must be renewed every five years, and General Public certifications must be renewed once a year. The MTA charges the following for certification processing fees:

<u>Pass Category</u>	<u>Certification Fee</u>
Students	\$4.05
Seniors and Disabled	\$2.75
General Public	\$4.05

The final Agreement, which will be similar to the enclosed draft agreement, permits MTA to provide subsidized monthly bus fares for eligible County of Los Angeles unincorporated area residents and administer the program at a maximum cost of \$1,554,100. The Agreement will be approved as to form by County Counsel prior to the Acting Director of Public Works, or his designee, signing it. The County's payment to MTA will be based on the actual cost incurred by MTA.

The MTA has approved this program as an eligible expenditure of Proposition A Local Return Transit funds. Upon your approval, we will notify the MTA of the continuation of this program.

ENVIRONMENTAL DOCUMENTATION

On June 5, 2001, Synopsis 63, your Board found this service exempt from the requirements of the California Environmental Quality Act pursuant to Section 15273 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action provides for continuation of the current service.

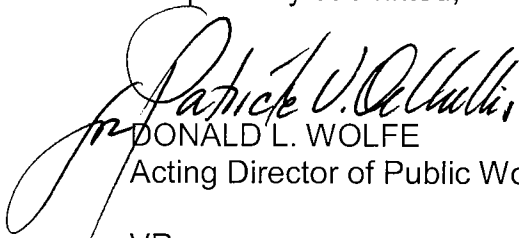
Approval of a Jury Service waiver will allow the MTA to continue participating in our Bus Pass Subsidy program. This will allow us to continue providing subsidized monthly bus fares for eligible County of Los Angeles unincorporated residents. Granting this Jury Service waiver will exempt the MTA from the Contractor Employee Jury Service Ordinance as set forth in the Los Angeles County Code 2.203.

Failure to grant the waiver will cause the Bus Pass Subsidy Program to be terminated and negatively impact our patrons in the unincorporated portion of the County of Los Angeles. We will be unable to encourage the use of public transit and provide financial assistance to eligible residents who rely on the Bus Pass Subsidy Program.

CONCLUSION

Upon approval, please return two approved copies of this letter to Public Works.

Respectfully submitted,



DONALD L. WOLFE
Acting Director of Public Works

VR:rmr

C051658

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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

This AGREEMENT is made and entered into by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "MTA", and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, MTA has allocated to COUNTY certain funds under the Proposition A Local Return program; and

WHEREAS, COUNTY desires to utilize a portion of its Proposition A Local Return Transit funds to subsidize monthly bus fares for COUNTY unincorporated area residents; and

WHEREAS, pursuant to Section 2.203.020.C.1 of the Los Angeles County Code, COUNTY agrees to waive the requirements under the Contractor Employee Jury Service Ordinance for the Bus Pass Subsidy Program due to special circumstances relating to MTA's collective bargaining agreements. In consideration for receiving this waiver, MTA agrees to consider the issue during the next bargaining cycle.

NOW, THEREFORE, in consideration of the mutual covenants contained in said AGREEMENT, MTA and COUNTY agree as follows:

1. SERVICES TO BE PROVIDED BY MTA

- a. MTA shall sell subsidized monthly passes to applicants who meet MTA discount fare eligibility requirements as defined in MTA Tariff (which is incorporated by reference herein, although not attached hereto) and are residents of unincorporated areas of COUNTY (hereinafter the term "eligible" refers to persons who meet these two criteria) at a price such that the actual cost of a pass to an eligible person is equal to MTA-approved pass fare less COUNTY subsidy shown below.

<u>MTA Pass Category</u>	<u>COUNTY Subsidy</u>
Senior and Persons with Disabilities	\$ 6.00
Student (K-12)	\$ 8.00
College/Vocational	\$11.00
*General Public	\$14.00

<u>EZ Pass Category</u>	<u>COUNTY Subsidy</u>
Senior and Persons with Disabilities	\$14.00
*General Public	\$14.00

*COUNTY Subsidy for the General Public Monthly Passes is only available to eligible residents of unincorporated COUNTY areas in Supervisorial Districts 1, 2, 4, and 5.

- b. MTA will issue to each student and General Public applicant a "monthly purchase card." MTA will invalidate the appropriate month on the "monthly purchase card" each time a student or General Public pass is purchased. MTA will identify and report to COUNTY'S Acting Director of Public Works, or his designee, hereinafter referred to as "DIRECTOR," students and General Public patrons who have requested an additional "monthly purchase card" as a result of theft or loss. DIRECTOR will review the request and may approve MTA's issuance of a replacement "monthly purchase card."
- c. MTA shall verify that purchasers of the subsidized passes are residents of an unincorporated area of COUNTY. Verification shall be conducted as specified in Section 4, herein.

2. TERM

COUNTY shall subsidize monthly pass fares for eligible patrons for monthly passes as described in this AGREEMENT. The term of this AGREEMENT is from July 1, 2005, through June 30, 2006.

3. PAYMENT

- a. COUNTY agrees to pay upon receipt of claim and documentation thereof from MTA, MTA's operations and administrative costs as specified in Section 8, herein. MTA shall prepare and submit to DIRECTOR a report showing MTA's actual operations and administration costs for the term of this AGREEMENT.
- b. For the term of this AGREEMENT, COUNTY shall pay MTA the subsidy amount indicated in Section 1.a., "COUNTY Subsidy," for monthly MTA and EZ passes sold at authorized locations to applicants, and an additional 65/100 Dollars (\$0.65) for each monthly pass sold to eligible students and General Public patrons. MTA will submit, along with the pass sale invoice, monthly documentation showing the eligibility type, the number, and the Supervisorial District of COUNTY subsidized passes and stamps each MTA Customer Center and approved sales outlet sold during the month, along with an MTA internally audited summary thereof.
- c. For the term of the AGREEMENT, COUNTY shall pay MTA the sum of Two and 75/100 Dollars (\$2.75) for each certification form processed for seniors, and persons with disabilities pass categories, and Four and 05/100 Dollars (\$4.05) for each certification form processed for students (K-12), College/Vocational students, and General Public Pass categories. MTA will

provide a listing of the certifications issued showing name, address, Supervisorial District, and pass type. Additionally, MTA will provide a summary of the certifications by Supervisorial District and pass type.

- d. MTA will invoice COUNTY within ninety (90) days of the end of each month for the "COUNTY Subsidy" and cost of certification forms processed during the month. Subject to acceptance and approval of DIRECTOR, the payment will normally be made within thirty (30) days of approval. MTA's failure to submit required documentation and/or information will delay payment of invoice until such time documentation is received by COUNTY.
- e. COUNTY'S maximum obligation for FY 2005-06 is One Million Six Hundred Seventy-Five Thousand One Hundred and 00/100 Dollars (\$1,675,100.00).
- f. Invoices shall be mailed to the Department of Public Works, P.O. Box 7508, Alhambra, California 91802-7508, Attention Accounts Payable.

4. CERTIFICATION

- a. Applicants meeting MTA discount fare eligibility requirements, as defined in this aforementioned AGREEMENT, will be required to qualify themselves as residents of an unincorporated area of COUNTY, by the following method:

- 1. Presentation of the following photo identification cards with applicant name and address at any MTA Customer Center:
 - Current California Driver's License
 - Current Student Identification Card
 - DMV California Identification

Other acceptable proof of residency identifications, when presented with an acceptable personal I.D., are:

- Current utility bill
- Current vehicle registration
- Current property tax bill
- Medical identification (must include address)
- School correspondence, on official letterhead, showing student's name and address

- 2. All applicants will be required to complete a Residency Certification Form. Certification by mail will also be available only to seniors and persons with disabilities.
- 3. Applicant's address will be matched against a residency reference document, provided by DIRECTOR and authorized for the verification of residency in an unincorporated area of COUNTY and for specification of the appropriate Supervisorial District.

- b. A unique label will be designed and produced designating the Supervisorial District for eligible applicants. This label will be affixed to the reverse side of MTA identification cards and will be used to identify COUNTY residents who will be allowed to purchase the subsidized monthly passes/stamps. The "monthly purchase card" aforementioned in Section 1.b., will designate the Supervisorial District of each eligible student.
- c. Qualified applicants will be certified by MTA during the term of this AGREEMENT. At the request of COUNTY, MTA will recertify all or a segment of persons utilizing this program. Certifications issued will be valid each year for the following periods:

<u>Pass Category</u>	<u>Period</u>
Senior	5 years (Last Certification, August 2000- Recertification, scheduled August 2005)
Persons with Disabilities	3 months to 3 years Depending on disability
Student	1 year, from September 1 to August 31
College/Vocational Student	1 year, from September 1 to August 31
General Public	1 year, from date of certification

d. Public Notification

1. A special English/Spanish bilingual brochure will be produced and distributed on an as-needed basis to MTA Customer Centers, COUNTY Supervisors' offices, and others upon request to inform unincorporated County area residents of the discount pass program and of certification and pass purchase procedures.
2. The brochure will display a County of Los Angeles emblem and MTA logo. A two-color format will be utilized.

5. ADMINISTRATION OF SALES

- a. A total of eight (8) unique monthly pass stamps will be designed and produced, one for each of the following fare categories:

Monthly MTA Bus Pass Stamps

- College/Vocational Student
- General Public
- Persons with disabilities Senior
- Senior
- Students

Monthly EZ Bus Pass Stamps

- General Public
- Persons with Disabilities
- Senior

1. Samples of the MTA and EZ stamps, passes, and identification card formats will be mailed to DIRECTOR for his information when available.
 2. The monthly stamps and passes will be priced and consecutively numbered for control purposes. Adequate documentation of the passes and stamps printed and distributed shall be maintained by MTA so that, if COUNTY elects to inspect or audit MTA'S records, the disposition of each pass and stamp may be determined.
- b. The subsidized monthly stamps and passes will be sold to eligible applicants from MTA Customer Centers and sales outlets that have been approved by DIRECTOR. A list of MTA Customer Centers and approved sales outlets are shown in Attachment 1. Any location for the distribution and sales of COUNTY subsidized monthly passes and stamps to agencies or sales outlets other than those shown in Attachment 1 shall be subject to DIRECTOR'S approval prior to initial distribution. The DIRECTOR will notify MTA in writing of his decision. If the distribution and/or sale program for the agency or sales outlet is approved, the site will be added to Attachment 1 and the new Attachment 1 shall become part of this AGREEMENT.
- c. All passes and stamps shall be printed and available for distribution on or before the 25th of the month preceding the month that the passes stamps are valid.

6. ACCOUNTING PROVISIONS

- a. MTA will identify, by name, address, and Supervisorial District, the total number of eligible applicants certified and the type of pass/stamp each eligible applicant is certified to purchase, i.e., senior, persons with disabilities, student, college/vocational student, or general public.

- b. MTA will account each pass/stamp sold to eligible applicants by Supervisorial District and pass/stamp category. MTA will perform such accounting at both the MTA Customer Centers and the approved pass sales outlets.

7. AUDIT PROVISIONS

COUNTY may inspect and audit MTA records pertaining to certification, pass sales and expenses at any reasonable time upon request to MTA's Chief Executive Officer or his/her designee. Processing and records responsibilities shall be as follows:

- a. The certification process and the sale of COUNTY subsidized passes and stamps will be the responsibility of MTA.
- b. MTA certification records will be maintained by the MTA Customer and Vendor Services Department for a period of three years after the term of the AGREEMENT. The custodian of these records will be Gail Harvey, Executive Manager, Customer and Vendor Services at (213) 922-7030.
- c. MTA sales records and documents will be available for audit by authorized COUNTY representatives for a period of three years.
- d. If at any time during this term of the AGREEMENT or at any time within three years after the expiration or termination of this AGREEMENT, authorized representatives of COUNTY or of any other agency funding this AGREEMENT, conduct an audit of MTA regarding the services provided to COUNTY per terms of this AGREEMENT, and if such audit finds that COUNTY'S dollar liability for such services is less than payments made by COUNTY to MTA, then MTA agrees that the difference shall be either: 1. Repaid forthwith by MTA to COUNTY by cash payment, or 2. At DIRECTOR'S option, credited against any future payments hereunder due to MTA. If such audit finds that COUNTY'S dollar liability for services provided hereunder is more than payments made by COUNTY to MTA, then the difference shall be paid to MTA by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation as set forth in this AGREEMENT be exceeded.

8. ESTIMATED ANNUAL OPERATIONS AND ADMINISTRATION COST SCHEDULE

Item 1. Operational Costs (Baldwin Hills Customer Center).

COUNTY will finance fifty (50) percent of the following MTA's cost of the Center:

- Leases
- Salaries and Fringe Benefits
- Janitorial
- Telephone
- Miscellaneous Supplies

Estimated Cost to COUNTY (50 percent) \$80,000

Item 2. Material, Supplies, and Labor

COUNTY will finance 100 percent of the following MTA costs:

- Printing of Monthly Stamps
- Printing of Monthly Passes
- Punch Cards Printing and Production
- Labor (1/2 position)

Estimated Cost to COUNTY \$100,000

Item 3. Other Costs

COUNTY will finance one hundred percent (100%) of the following MTA costs:

- General and Administrative Cost (11.27 percent of items 1 and 2)
- Sales tax on passes and stamps (8.25%)

Estimated Cost to COUNTY \$25,000

Estimated Total Operations and Administration Cost to COUNTY
(Items 1,2, and 3) \$205,000

All other costs associated with the design and production of the monthly MTA and EZ bus passes and stamps shall be the responsibility of MTA and in no way shall any of such design or production costs be passed through to COUNTY.

9. TERMINATION

Either party may terminate this AGREEMENT or that portion pertaining to a given Supervisorial District, by giving thirty (30) calendar days prior written notice thereof to the other party. Upon deletion of a Supervisorial District or termination of this AGREEMENT prior to June 30, 2006, MTA shall calculate and report the actual Operational and Administration costs, as specified in Section 3.a and Section 8, above, and credit to COUNTY the unused portion of the Operations and Administration costs previously paid by COUNTY.

10. CORRESPONDENCE

All correspondence and notices to MTA shall be directed to:

Matt Raymond
Chief Communications Officer
Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Mail Stop: 99-25-3
Los Angeles, CA 90012

All correspondence to COUNTY, except invoices shall be directed to:

County of Los Angeles
Department of Public Works
Transit Operations Section
P.O. Box 1460
Alhambra, CA 91802-1460

11. Nondiscrimination

MTA hereby assures that they will comply with Subchapter VI of the Civil Rights Act of 1964, and Title 42 of the United States Code, Section 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this AGREEMENT or under any project, program, or activity supported by this AGREEMENT.

12. Recycled-Content Paper

Consistent with the Los Angeles County Board of Supervisors (BOARD) policy to reduce the amount of solid waste deposited at COUNTY landfills, MTA agrees to use recycled-content paper to the maximum extent possible on the project.

13. Contractor Responsibility and Debarment

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed AGREEMENT. It is COUNTY'S policy to conduct business only with responsible contractors.

MTA is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of MTA on this or other agreements, which indicates that MTA is not responsible, COUNTY may, in addition to other remedies provided in AGREEMENT, debar MTA from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years and terminate any or all existing agreements MTA may have with COUNTY.

COUNTY may debar a contractor if the BOARD finds, in its discretion, that MTA has done any of the following: (1) violated any term of an agreement with COUNTY, (2) committed any act or omission which negatively reflects on MTA'S quality, fitness, or capacity to perform an Agreement with COUNTY or any other public entity or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

If there is evidence that MTA may be subject to debarment, DIRECTOR will notify MTA in writing of the evidence, which is the basis for the proposed debarment, and will advise MTA of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. MTA and/or MTA'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether MTA should be debarred and, if so, the appropriate length of time of the debarment. If MTA fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, MTA may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the BOARD. The BOARD will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of MTA.

14. Jury Service Program

- a. This AGREEMENT is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service "Jury Service Program" as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. (See Appendices A and B). Pursuant to Section 2.203.020.C.1 of the Los Angeles County Code, COUNTY shall waive the requirements under the Contractor Employee Jury Service Ordinance for the Bus Pass Subsidy Program due to special circumstances relating to the MTA's collective bargaining agreements. In consideration for receiving this waiver, MTA shall consider the issue during the next bargaining cycle.
- b. Written Employee Jury Service Policy
 1. Unless MTA has demonstrated to COUNTY'S satisfaction either that MTA is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that MTA qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), MTA shall have and adhere to a written policy that provides that its Employees shall receive from MTA, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with MTA or that MTA deduct from the Employee's regular pay the fees received for jury service.
 2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has an agreement with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12)-month period under one (1) or more COUNTY agreements or subcontracts. "Employee" means any California resident who is a full-time employee of MTA. "Full time" means forty (40) hours, or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by COUNTY. If MTA uses any subcontractor to perform services for COUNTY under this AGREEMENT, the subcontractor shall also be subject to the provisions of this Section.

The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If MTA is not required to comply with the Jury Service Program when this AGREEMENT commences, MTA shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and MTA shall immediately notify COUNTY if MTA at any time either comes within the Jury Service Program's definition of "Contractor" or if MTA no longer qualifies for an exception to the Program. In either event, MTA shall immediately implement a written policy consistent with the Jury Service Program.

COUNTY may also require, at any time during this AGREEMENT and at its sole discretion, that MTA demonstrate to COUNTY'S satisfaction that MTA either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that MTA continues to qualify for an exception to the Program.

4. MTA'S violation of this Section of this AGREEMENT may constitute a material breach of this AGREEMENT. In the event of such material breach, COUNTY may, in its sole discretion, terminate this AGREEMENT and/or bar MTA from the award of future COUNTY agreements for a period of time consistent with the seriousness of the breach.

15. Notice to Employees Regarding the Safely Surrendered Baby Law

MTA shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Appendix C of this Addendum and is also available on the Internet at www.babysafela.org for printing purposes.

Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

MTA acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. MTA understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. MTA will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. COUNTY'S Department of Children and Family Services will supply MTA with the poster to be used.

This AGREEMENT may be amended from time to time. Any such AMENDMENT must be made in writing and executed by the authorized signatories of the parties to this AGREEMENT.

This AGREEMENT may be amended from time to time. Any such AMENDMENT must be made in writing and executed by the authorized signatories of the parties to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by MTA on _____, 2005, and by the DIRECTOR, pursuant to authority delegated by the Board of Supervisors of COUNTY, on _____, Synopsis ____, on _____, 2005.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By _____
Chief Executive Officer

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APPENDIX A

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

An ordinance amending Title 2-Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the County contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) or more in any twelve (12)-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for, or on behalf of the County, but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 3. A purchase made through a State or Federal contract; or
 5. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 6. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 7. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 8. A nonagreement purchase with a value of less than Five Thousand and 00/100 Dollars (\$5,000.00) pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 9. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100, or a successor provision.
- D. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
 2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.

2.203.030 Applicability. This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts, which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies. For a contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

- A. Recommend to the Board of Supervisors the termination of the contract; and/or,
- B. Pursuant to Chapter 2.202, seek the debarment of the contractor.

2.203.070 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten (10) or fewer employees during the contract period; and
 - 2. Has annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of the contract awarded, are less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten (10) employees and annual gross revenues in the preceding twelve (12) months which, if added to the annual amount of the contract awarded, exceed Five Hundred Thousand and 00/100 Dollars (\$500,000).

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent of a business dominant in that field of operation.

2.203.090 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

APPENDIX B

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael E. Antonovich, Supervisor, Fifth District

This Initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grandmal Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisor, Primer Distrito
Yvonne Brathwaite Burke, Supervisor, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.